

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

Forest and Agriculture Department

Directorate of Agriculture

#### Notification

18-1/77-AGR(1)

In exercise of the powers conferred by sub-section (1) of section 4 of the Agriculturists Loans Act 1884 (Central Act XII of 1884), as extended to the Union territory of Goa, Daman and Diu and in supersession of Government Notification No. DF/AGR/Loans/63/67, dated 19-1-67 published in Government Gazette No. 45, Series I, dated 9-2-67, the Lieutenant Governor of Goa, Daman and Diu hereby makes the following rules, namely:—

1. *Short title and commencement.*— (1) These rules may be called the Goa, Daman and Diu Agriculturists Loans Rules, 1980.

(2) They shall come into force at once.

2. *Definitions.*— In these rules, unless the context otherwise requires,—

(a) "Act" means the Agriculturists Loans Act 1884 (Central Act XII of 1884);

(b) "Agriculturists Loans" means and include long, medium and short term loans for one or more of the following purposes namely —

(i) Planting, rearing or rejuvenation of coconut, arecanut, cashew and fruit trees, fruit plants and sugarcane;

(ii) Purchase of Agricultural implements and machinery including the purchase of delivery van to transport agricultural produce and work animals;

(iii) Cultivation expenses including purchase of fertilizers, fertilizer mixture, manures, seeds, insecticides and equipment for one or more of the crops, viz. paddy, other food crops, ginger and other spices, citronella grass, mushrooms, potato and other cash crops.

(c) "Government" means the Government of Goa, Daman and Diu;

(d) "Sanctioning Authority" means the Authority competent to sanction loans under these rules;

(e) "Schedule" means the Schedule appended to these rules;

(f) "Territory" means the Union territory of Goa, Daman and Diu;

Words and expressions used in these rules, but not defined, shall have the meanings respectively assigned to them in the Act.

3. *Documents to be enclosed to the application for obtaining loan.*— A person desirous of obtaining a loan under these rules shall submit an application in Form I, in duplicate addressed to the Director of Agriculture or to the Extension Officer (Agriculture) in the Office of the Block Development Officer where the land to be improved is situated as the case may be accompanied by the following documents, either in original or certified copies thereof:—

(i) The estimates of the works proposed to be carried out on the project and the phases of such project;

(ii) Title to the land to be improved or title to any other land in the territory that the applicant may offer as security against the loan;

(iii) Nil encumbrance certificate for a period of twelve years immediately preceding the date of the application;

(iv) No dues certificate issued by Head of Taluka Revenue Office where the land is situated;

(v) Where the land to be improved is not of sufficient value to cover the security amount of 4/3 of loan amount necessary or where the applicant does not have complete ownership rights on the land proposed to be improved or where the applicant does not have other properties to be offered as security to the extent required, land belonging to any other person who is prepared to mortgage his land as security for the loan may also be accepted as collateral security provided that person gives his/her consent in writing and furnishes the requirements mentioned at clauses (ii), (iii) and (iv) above.

Provided that notwithstanding anything contained in clauses (iii), (iv) and (v) above, a loan not exceeding Rs. 5,000/- may be sanctioned on a personal surety on the production of solvency certificate issued by the Mamlatdar of the Taluka where the applicant has his permanent residence in Form III, to the extent of double the amount of loan applied

for after obtaining from the Surety, a Surety Bond in Form VII.

4. *Grant of Loan.* — (1) On receipt of application, the Assistant Agricultural Officer, Grade II attached to Zonal Agricultural Office shall check the correctness of the project and estimate in respect of loans upto Rs. 10,000/- and shall submit his report in Form II, to the Sanctioning Authority alongwith the application and its enclosures.

(2) The above procedure shall be adopted by the Zonal Agricultural Officers, *mutatis mutandis* in respect of loans exceeding Rs. 10,000/-.

(3) The title to the properties shall invariably be referred to the Law Department by the Sanctioning Authorities for their legal opinion on the title. The Sanctioning Authority before sanctioning loan shall obtain a report in Form II from the Talathi/Village Panchayat Secretary, in case of loans not exceeding Rs. 2,500/- and from the Mamlatdar in Form IV in all other cases about the sufficiency of the security offered, and after satisfying himself as to whether the applicant has the repaying capacity shall either grant the loan in Form V or reject the application after recording his reasons for doing so.

(4) Loans granted under these rules shall be in multiples of ten.

(5) Loans under these rules shall not be granted to a person who has outstanding dues against Government.

5. *Amount of Loan and mode of repayment.* — (1) The maximum loan admissible for various purposes and the mode of its repayment shall be as specified in the Schedule I.

(2) The borrower shall repay the loan/installments into the Treasury, Sub-Treasury or Bank conducting Government business by means of Challans signed by the Sanctioning Authority or any other Authority authorized by the Sanctioning Authority in this behalf. A copy of the paid up challan shall invariably be sent by the borrower to the Sanctioning Authority for the completion of his records.

6. *Applicant to execute mortgage.* — The applicant, on receipt of orders granting loan, shall execute a Mortgage deed in Form VI and the same shall be registered in the Sub-Registrar's Office at the cost of the applicant.

7. *Mode of disbursement of loan.* — (1) Subject to the provisions of sub-rule (2) the loan shall be disbursed as specified in Schedule I.

(2) Where a loan is to be disbursed in instalments, the subsequent instalment shall be disbursed only when the Sanctioning Authority is satisfied that the previous instalment/s have been fully utilised for the purpose for which they were granted.

8. *Utilisation of loan.* — (1) Loans granted under these rules shall be utilised only for the purpose for which they have been sanctioned.

(2) Where the Sanctioning Authority is satisfied that the loan amount has not been utilised wholly

or partly for purpose other than that for which it was granted, the amount of loan paid together with interest, penal interest at the rate of 2½% and costs, if any, shall become repayable at once and the borrower shall repay the entire amount either in one lumpsum or in such a manner and within such time as may be determined by the Sanctioning Authority in his order of recovery.

(3) The repayment of loan/installment/s shall be done on such days and in such manner as indicated in the Schedule I.

9. *Interest.* — (1) The loan shall bear a simple interest at the rates prescribed by Government of India from time to time and prevailing at the time of sanctioning the loan.

(2) The interest shall accrue from the date of disbursement of the loan or first instalment of loan, whichever is earlier.

(3) Interest shall be payable, every six months from the date of disbursement of loan or its first instalment as the case may be.

(4) In case of default in repayments, of loan or instalments or interest, on due dates, penal interest at the rate of 2½% will be charged either on loan or instalment or interest as the case may be. The provisions of this sub-rule shall apply *mutatis mutandis* to loans sanctioned prior to the issue of these rules.

(5) The rebate of 2½% hitherto allowed on punctual payment of interest stands withdrawn from the date of coming into force of these rules, and the rate of interest as shown in sanction orders, stands diminished by 2½% from the date of issue of the orders under these rules.

10. *Extension for repayment of loan/installment.* —

(1) In cases where the borrower has suffered a loss on the land where the loan has been utilised due to natural calamities, acts of God, or any other cause which was beyond his control, the Sanctioning Authority may extend the period, not exceeding one year, for the repayment of loan or instalment fallen due, on the recommendation of the concerned Zonal Agricultural Officer.

(2) No extension shall be granted for the payment of interest.

(3) Provisions of sub-rule (5) of rule 9 shall not be attracted in cases covered under sub-rule (1) of this rule.

11. *Recovery of loan as arrears of land revenue.* — If a defaulter commits default for a period of more than six consecutive months in the repayment of the loan or part thereof or interest that have fallen due, the amount of loan due together with interest, penal interest and costs, if any, shall be recoverable as arrears of land revenue under the Goa, Daman and Diu Land Revenue Code, 1968.

12. *Liability of loanee and sureties.* — The loanee and sureties shall be jointly and severally responsible and liable for the repayment of full amount of loan, interest thereon, penal interest at the rate of 2½% and costs, if any.

13. *Sanctioning Authorities.*—The following authorities shall be competent to sanction loans not exceeding the amounts shown against them.

- |                                |       |              |
|--------------------------------|-------|--------------|
| (i) Government                 | Above | Rs. 20,000/- |
| (ii) Director of Agriculture   | Upto  | Rs. 20,000/- |
| (iii) Collector, Daman         | "     | Rs. 10,000/- |
| (iv) Civil Administrator, Diu  | "     | Rs. 10,000/- |
| (v) Zonal Agricultural Officer | "     | Rs. 5,000/-  |

14. *Maintenance of Loan Registers.*—The Sanctioning Authorities shall maintain the following registers namely:—

- (i) Register of loans;
- (ii) Register of recoveries;
- (iii) Register of monthly disbursements and repayment of loans; and
- (iv) Register of monthly and annual returns.

Provided where the Government is the Sanctioning Authority, the Director of Agriculture shall be responsible for the maintenance of registers and where the Civil Administrator, Diu and Collector, Daman, are the Sanctioning Authorities, the Block Development Officer, Diu and Block Development Officer, Daman, shall be responsible for the maintenance of such registers.

15. *Duties of Sanctioning Authorities.*—(1) The Sanctioning Authority, other than the Government and the Director of Agriculture, shall submit to the latter by the 5th of every month, monthly returns showing the disbursement of loans and recovery during the preceding month.

(2) The Director of Agriculture shall be responsible to the Government for the overall maintenance of loan accounts.

#### FORM—I

(See rule 3)

#### Application for Loan under Agricultural Loan Rules 1980

1. Full name and address:
2. Amount of loan required:
3. Details of items for which loan is applied for:
4. Kind of crop proposed to be grown using the loan:
5. Details of purchase of machineries, work animals, etc. if any:
6. Particulars of land in which the crops are to be grown:  
(Taluka, village, Sr. No., area and value)
7. Whether the applicant is in cultivation of the land:
8. Whether the applicant has exclusive right over the land:
9. Particulars of land offered as security:
  - a) Name of Property:
  - b) Taluka:
  - c) Village:
  - d) Sl. No.
  - e) Area and value:
10. Particulars of collateral security if any:
  - a) Name and address of the person offering collateral security:
  - b) Name of the property:
  - c) Taluka/Village:
  - d) Reg. No./Survey/Matriz No.
  - e) Area and value:

11. Particulars of personal surety, if any:
12. Particulars of documents attached to prove clear title of the properties offered as security:
13. Particulars of encumbrances certificates attached:

Place:

Date:

Name and Signature of the Applicant

#### FORM—II

(See rule 4(1))

#### Report of Technical Enquiry

1. Name and address of applicant:
2. Amount of loan applied for:
3. Village, Sy. No. and area of land proposed to be improved.
4. Name of improvement proposed to be made.
5. Whether the improvements proposed are in accordance with the Agricultural Scheme sanctioned by Govt.
6. Whether the land is suited for the improvements proposed:
7. Whether the application is bonafide:
8. Whether the project and estimates of the work are correct:
9. Any other observations:

Place:

Date:

Signature and Designation of Officer

#### FORM—III

(See rule 3(v))

#### Report of valuation of security for loan

1. Name and address of applicant:
2. Amount of loan applied for:
3. Particulars of land offered by the applicant as security:
 

Name of land	Village	Sy. No.	Area	Value
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4. Particulars of land offered as collateral security:
 

Name of land	Village	Sy. No.	Area	Value
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5. Bonafide and solvency of the applicant and the person who has offered land as collateral security:
6. Whether the applicant is a defaulter of any Government loan:
7. Other remarks:

Place:

Date:

Signature:

Designation & Official seal

#### FORM—IV

(See rule 4(3))

#### Report of valuation of security for loan

1. Name and address of applicant:
2. Amount of loan applied for:
3. Particulars of land offered by the applicant as security:
 

Name of land	Village	Sy. No./Reg. No./Matriz No.	Area	Value
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4. Particulars of land offered as collateral security:
 

Name of land	Village	Sy. No./Reg. No./Matriz No.	Area	Value
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5. Bonafide and solvency of the applicant and the person who has offered land as collateral security:
  6. Whether the applicant is a defaulter of any Government loan:
  7. Other remarks:
- Place:
- Date:

Signature of Mamlatdar & Seal of Officer

#### FORM — V

(See rule 4(3))

#### Order granting loan

A sum of Rs. ... (Rupees ... only) is granted to Shri/Smt. ... of ... as loan under (X) ... The details of the properties which are to be improved and the details of the properties which are offered as security are given in Schedule I and II appended to this Form. Grant of this loan is subject to the following terms and conditions.

1. The applicant Shri/Smt. ... shall carry out the following works:

- a)
- b)
- c)

2. The above loan shall be disbursed as follows: (+)

- a)
- b)
- c)

3. The instalment other than the first will be disbursed on proof that the prior instalment has been properly utilized i.e. on production of the Utilization Certificate signed by ...

4. The loan at (a), (b) (c) shall be repayable in ... equal annual instalments commencing from the ... anniversary/ months after the disbursement of every instalment.

5. (a) The loan for items at (a) shall bear interest at ... per annum at (b) shall bear at ... % per annum and at (c) at ... % per annum (\$).

5. (b) The interest on the loan shall accrue from the date of disbursement of each instalment and that interest shall be calculated for complete months only.

In reckoning the period, fraction of a month having fifteen days or more shall be taken as one month and fraction of a month having less than fifteen days shall be ignored.

6. The interest shall be payable alongwith the principal amount for the period, on the date the principal amount becomes due (i.e. on the due date of repayment of instalment of principal for the period) and no separate notice in respect of repayment of principal and payment of interest shall be issued.

7. The loan shall be applied solely for the purpose for which it is granted. If it is proved to the satisfaction of the authority who sanctioned the loan that the loan or any part of the loan has been misapplied, the entire amount of the loan shall, with interest as may have accrued thereon be recoverable in one instalment.

8. The loan amount shall be utilized within six months from the date of disbursement of every instalment.

9. If the loanee commits default for a period of more than six consecutive months in making either the payment of interest or of repayment of principal or both that have fallen due, the full amount of the loan due together with interest and penalty thereon and costs shall become payable at once and shall be recovered.

10. The loanee shall maintain accounts of the utilization of the loan and produce it whenever demanded for scrutiny.

11. The concerned Officer should certify the utilization of every instalment of loan (including final) disbursement to the loanee.

Certified that the loan sanctioned is in accordance with the rules prescribed with the approval of Government of Goa, Daman and Diu and that the rates of interest on the loan and as fixed by Government of India from time to time.

Expenditure will be debitable to the Head of Account (%)...

#### SCHEDULE — I

The details of properties which are to be improved.

District:  
Registration Sub-District:  
Village:  
Matriz/Registration No.  
Extent:  
Boundaries:  
Wet or Dry Land:  
Trees, Buildings, Wells etc.

#### SCHEDULE — II

Details of properties owned by/offered as collateral security by the applicant. (Delete which is not applicable).

District:  
Registration Sub-District:  
Village:  
Matriz/Registration No. Sy. No.  
Extent:  
Boundaries:  
Wet or Dry Land:  
Trees, Buildings, Wells etc.

Signature of Sanctioning Authority  
Name & Designation.

- (X) Here mention the Act/Rules under which the loan is sanctioned such as Land Improvement Loan Act 1885, Agriculturists Loan Act 1884, Goa, Daman and Diu Land Improvement Loan Rules 1980, Agriculturists Loan Rules, 1980.

- (+) Mode of disbursement in each case is to be given in sufficient details i.e. number of instalments in which it should be disbursed, etc. It should be mentioned that the first instalment is as an advance (except in the case of purchase of pumpset and machineries where the bills of cost should be produced) and second and subsequent instalments only after the completion of the works for which the previous instalments are disbursed.

- (§) 2½% has to be added to the normal rate of interest and percentage has to be shown here.

- (%) Here the complete head of account should be indicated.

#### FORM — VII

(See Proviso to rule 3)

#### Form of Surety Bond

Know all men by these presents that I ... son/daughter of ... resident of ... (hereinafter called "the surety") am held and firmly bound up to the President of India represented by ... Secretary/Director/Government of Goa, Daman and Diu (hereinafter called the "Government") and in the sum of Rs. ... (Rupees ... only) with interest as hereinafter specified and all costs, charges and expenses that shall or may have been incurred by or occasioned to the Government to be paid to the Government. FOR WHICH PAYMENT to be well and truly made, I hereby bind myself, my heirs, executors, administrators and representatives firmly by these presents. As witness my hand this ... day of ... one thousand nine hundred and ...

WHEREAS the Government has agreed to grant to ... son of ... as resident of ... (hereinafter called "The Borrower") at the borrower's own request a loan of Rs. ... (Rupees ... only) for the ... ;

AND WHEREAS THE BORROWER has undertaken to repay the said loan amount in ... instalments with interest at the rate and in the manner prescribed under provisions of clauses ... of the order granting/sanctioning the said loan;

AND WHEREAS in consideration of the Government having agreed to grant the aforesaid loan to the Borrower, the surety has agreed to execute the above Bond with such conditions as hereinafter is written;

NOW, THE CONDITION OF THE ABOVE WRITTEN BOND is that if the said Borrower shall duly and regularly

pay or cause to be paid to the Government the amount of the aforesaid loan owing to the Government by instalments with interest as calculated in the aforesaid manner thereon or on so much thereof as (shall for the time being) remain due and unpaid, calculated at fixed Government rates in force for Government loans from the day of the advance until the said sum of Rs. ... (Rupees ... only) with interest as calculated in the aforesaid manner shall be duly paid, then this Bond shall be void otherwise the same shall be and remain in full force and virtue.

BUT SO NEVERTHELESS that if the borrower shall die or become insolvent, the whole or so much of the said principal sum of Rs. ... (Rupees ... only) thereof as shall remain unpaid and the interest due on the said principal sum, calculated in the aforesaid manner from the day of the advance shall immediately become due and payable to the Government and be recoverable from the surety in one instalment by virtue of this Bond.

The obligation undertaken by the surety shall not be discharged or in any way affected by an extension or any other indulgence granted by the Government of the said Borrower whether with or without the knowledge or consent of the surety.

The Government have agreed to bear the stamp duty, if any, for these documents.

Signed, sealed and delivered ...

by the said ... at ... this ... Signature of Surety in the presence of:  
day ... of ... 19... 1. ...  
2. ...

Accepted by Shri ... Secretary/Director/Government of Goa, Daman and Diu for and on behalf of President of India.

#### FORM — VI

(See rule 6)

#### Mortgage Deed

This Mortgage deed is executed on the ... day of 197... by Shri ... Smt. ... (hereinafter called the Mortgagee) in favour of the President of India represented by ... Dept. of ... Government of Goa, Daman and Diu (hereinafter referred to as the MORTGAGEE). All are Indian citizens.

Whereas the Mortgagors are absolute owners of and are in undisputed possession and enjoyment of the properties mentioned and described in the Schedule hereunder written;

AND WHEREAS the mortgagors have assured the Mortgagee that the said properties are not subject to any encumbrance or charge of any description whatsoever or to any attachment or restraint of alienation of whatever kind (inspired) by any Revenue Authorities or Civil or Criminal Courts or any other Authority authorised therefore:

AND WHEREAS the Mortgagors have received from the Director of Agriculture, acting for and on behalf of the Mortgagee an order No. ... dated ... under the rules issued thereunder (hereinafter referred to as the said order) by virtue of which the Mortgagors have been granted a loan of Rs. ... (Rupees ... only) for the purpose of ... on the security of the said properties:

AND WHEREAS the said loan of Rs. ... (Rupees ... only) has been granted to the Mortgagors on their application subject to the terms and conditions hereinafter appearing to which the Mortgagors have agreed:

#### NOW THESE PRESENTS WITNESS AS FOLLOWS:

1. In consideration of the said loan and in pursuance of the said agreement, the Mortgagors hereby transfer to the Mortgagee by way of simple mortgage all the immovable properties mentioned and described in the Schedule hereunder written with the uppetenances thereto, as security for the fulfilment of the terms and conditions herein contained and the mortgagee shall have a first charge over the same.

2. The consideration above mentioned is satisfied as follows: (here enter the details of disbursement). ... The loan shall be disbursed as per the terms and conditions mentioned in the order granting the loan.

3. The Mortgagors shall comply with all the terms and conditions in the said order and the Goa, Daman and Diu Agriculturists Loan Rules 1980 and shall apply the same and every part thereof in the matter as specified in the said order (a copy of which order is hereto annexed which shall form part of this Agreement).

4. In case of Mortgagors, their representatives or assigns failing to comply with all or any of the terms and conditions, the Mortgagee shall be competent and have power, without the intervention of any Court to take possession of the mortgaged properties and to sell the same or any part thereof either by public auction or by private contract to any person subject to such conditions concerning title or evidence of title or other matter as the Mortgagee may think fit with power to vary any contract for sale and to resell without being liable for any loss occasioned thereby and to realise the amount due to the Mortgagee from such sale proceed after defraying the necessary expenses and the Mortgagee shall have all the powers vested in the Mortgagee under section 69 and 69A of the Transfer of Property Act, 1882.

5. If the Mortgagors, their legal representatives or assignees shall duly comply with all the terms and conditions above mentioned and repay the amount in full as specified in the said order, the Mortgagee, his successors or assigns shall thereupon at the request and cost of the Mortgagors, their legal representatives or assigns, re-transfer the mortgaged properties to the Mortgagors, their representatives or assigns as the case may be.

6. Without prejudice to the right of Mortgagee under clause 4 *supra*, all sums found due to the Mortgagee under or by virtue of these presents shall in case of persistent default in payment of loan instalments by the Mortgagor, be recovered from the property mentioned and described in the Schedule hereunder written and from their other properties movable and immovable as arrears of land revenue under the provision of the Goa, Daman and Diu Land Revenue Code, 1963 for the time being in force or in any other manner as the Government may deem fit.

7. In the event of default on the part of the Mortgagor in paying any of the instalments of interest or Principal due on the loan, the entire amount due under the loan shall become repayable forthwith.

In witness whereof Shri ... and ... have herein set their hands the day and your first above written.

#### SCHEDULE

1. District:
2. Registration Sub-District:
3. Village:
4. Matriz/Registration No.
5. Extent:
6. Wet or Dry Land:
7. Trees, Buildings, Wells, etc.
8. Boundaries:

Signed by Shri ...

Smt. ...

(The Mortgagors)

In the presence of witness:

- 1.
- 2.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Forest & Agri.).

Panaji, 30th June, 1980.

**SCHEDULE — I**  
**A — Improvement Works**

Sr. No.	Nature of Improvement	Maximum Loan admissible to any applicant	Minimum Loan Admissible	Basis for granting Loan	Instalment of Disbursement	Instalment of repayment	Remarks
1	2	3	4	5	6	7	8
		Rs.	Rs.				
1.	Planting and rearing coconut trees (coconut development expansion of areas)	15,000/-	1,500/-	At the rate of Rs. 1,500/- for planting 4000 sq. mts. of land with not less than 70 trees. <i>Note:</i> For this purpose any area exceeding 4000 sq. mts., if planted with not less than 70 trees shall be deemed to be equivalent to 4000 sq. mts.	In 5 annual instalments in the ratio 7:2:2:2:2:1. The first instalment is for preparation of land and planting operation and the subsequent instalments are for manuring and other cultivation expenses.	In 5 equal annual instalments commencing from the first day after completion of 10 years on each instalment.	Units shall be 4000 sq. mts. and loan shall be sanctioned for complete units only.
2.	Planting and rearing Arecanut trees (Areca-nut Development of Area)	15,000/-	750/-	At the rate of Rs. 1,500/- for planting in 4000 sq. mts. land with not less than 600 trees. <i>Note:</i> For this purpose any area exceeding 2000 sq. mts. planted with not less than 300 trees shall be deemed to be equivalent to 2000 sq. mts.	In 7 annual instalments in the ratio of 10:7:7:7:6:6:1. The first instalment preparation of land and planting and subsequent instalments are for manuring and after cultivation expenses.	In 4 equal annual instalments commencing from the first day after completion of 5 years on each instalment.	Unit shall be 2000 sq. mts.
3.	Planting and rearing cashew trees	5,000/-	200/-	At the rate of Rs. 200/- per 4000 sq. mts. with not less than 50 trees. <i>Note:</i> For this purpose any area exceeding 4000 sq. mts. if planted with not less than 50 trees shall be deemed to be equivalent to 4000 sq. mts.	In 4 annual instalments in the ratio of 4:2:1:1:1. The 1st instalment being for preparation of land including fencing and planting and the subsequent ones for after cultivation expenses.	In 5 equal annual instalments commencing from the first day on after completion of 5 years on each instalment.	Unit shall be 4000 sq. mts. The maximum loan of Rs. 5,000 to an individual is subject to the condition that the plantation will be fenced.
4.	For Establishment of new orchards	5,000/-	500/-	At the rate of Rs. 500/- for planting fruit trees and fruit plants in 4000 sq. mts. of land.	In one instalment for preparation of land, purchase of pedigree seedlings, insecticides, manures etc.	In 5 equal annual instalments commencing from the first day on completion of 5 years for disbursement of loan.	Unit shall be 4000 sq. mts.
5.	Rejuvenation of existing orchards	5,000/-	500/-	Rs. 500/- per 4000 sq. mts.	In one instalment for under planting and for purchase of insecticides, manures, etc.	In 5 equal annual instalments commencing from the first day after completion of 9 years for disbursement of loan.	Unit shall be 400 sq. mts.
6.	Planting and rearing pepper vines	7,500/-	500/-	Rs. 500/- for planting 4000 sq. mts. with not less than 300 standard pepper vines. <i>Note:</i> For this purpose any area exceeding 4000 sq. mts. if planted with not less than 300 standard pepper vines shall be deemed to be equivalent to 4000 sq. mts.	In 4 annual instalments in the ratio of 30:8:7:5:1. The 1st instalment is for preparation of land and planting. The subsequent instalments are manure, insecticides and after cultivation expenses.	In 5 annual instalments in the ratio of 5:8:10:12:15: after the completion of 5 years of each instalment of loan.	Unit shall be 4000 sq. mts.
7.	For rejuvenation of existing pepper gardens	3,000/-	300/-	Rs. 300/- per 4000 sq. mts.	In one instalment for under planting, manuring etc.	In 5 equal annual instalments commencing from the 1st day after the completion of 5 years for disbursement of loan.	Unit shall be 400 sq. mts.

## B — Implements/Works — Animals

Sr. No.	Purpose for which Loan is to be sanctioned	Loan admissible to a cultivator for preparation of land, purchase of imputs, labourers etc.	Instalment of disbursement	Instalment of repayment	Remarks
1	2	3	4	5	6
		Rs.			
8.	Agricultural Implements	Actual cost of the implements or Rs. 10,000/- whichever is less	In one instalment	In the equal annual instalments after the completion of 1st and 2nd year for disbursement of loan.	
9.	Work Animal	Rs. 2,000/- or actual cost whichever is less	In one instalment	— do —	
10.	Purchase of Tractor, Power tillers & other Agricultural machineries required for land development	Actual cost of the Tractor, power tiller etc. or Rs. 75,000/- whichever is less	In one instalment	In 5 equal annual instalments commencing from the first day of completion of five years for the disbursement of loan.	

## C — Cultivation of Crops

Sr. No.	Cultivation	Maximum loan admissible to a cultivator for preparation of land, purchase of imputs, labour etc.	Maximum rate per 4000 sq. metres	Instalment of Disbursement	Instalment of repayment	Remarks
1	2	3	4	5	6	7
		Rs.	Rs.			
11.	Banana cultivation	20,000/-	4,000/-	In one instalment	In two equal annual instalments commencing from the 1st day after completion of 17 months for the disbursement of loan	Unit shall be 1000 sq. mts. and loans shall be sanctioned for complete units only
12.	Pineapple cultivation	8,000/-	4,000/-	— do —	— do —	— do —
13.	Sugarcane cultivation	20,000/-	2,000/-	— do —	— do —	— do —
14.	Grapes cultivation	50,000/-	10,000/-	In two annual instalments at the ratio of 2:1.	In 3 annual instalments in the ratio of 3:4:3: commencing from the 1st day after completion of 3 years for disbursement of each instalment of loan	— do —

1	2	3	4	5	6	7
15.	Paddy cultivation (High Yielding varieties)	8,000/-	800/-	In one instalment	In one instalment either after harvest of the crops or six months from the date of disbursement of loan whichever is earlier	Where loans are granted on the security of the crops alone the due date of repayment will be six months from the date of disbursement
16.	Other annual food crops (High Yielding Varieties) Maize, Jowar, Wheat, Bajra etc.	10,000/-	1,000/-	In one instalment	In one instalment either after harvest of the crops or six months from the date of disbursement of loan whichever is earlier	Where loans are granted on the security of the crops alone the due date of repayment will be six months from the date of disbursement
17.	Ginger or other spices	2,000/-	2,000/-	— do —	In one instalment either after harvest of the crops or one year for disbursement of loan whichever is earlier	— do —
18.	Any other crops	750/-	750/-	— do —	— do —	— do —
19.	Potatoes cultivation	25,000/-	2,500/-	— do —	— do —	— do —
20.	Cultivation of cintrone grass	25,000/-	2,500/-	— do —	— do —	— do —
21.	Cultivation of Mushrooms	25,000/-	2,500/-	— do —	— do —	— do —

## Notification

18-1/77-AGR(ii)

In exercise of the powers conferred by section 10 of the Land Improvement Loans Act, 1883 (Central Act 19 of 1883), as extended to the Union territory of Goa, Daman and Diu and in supersession of the Government Notification No. DF/AGR/Loans/63/67, dated 11-1-1967, published in Government Gazette No. 44, Series I, dated 2-2-1967, the Lieutenant Governor of Goa, Daman and Diu hereby makes the following rules, namely:—

1. *Short title and commencement.*— (1) These rules may be called the Goa, Daman and Diu Land Improvement Loan Rules, 1980.

(2) They shall come into force at once.

2. *Definitions.*— In these rules, unless the context otherwise required,

(a) "Act" means the Land Improvement Loans Act, 1883 (Central Act 19 of 1883);

(b) "Government" means the Government of Goa, Daman and Diu;

(c) "Land Improvement" means either or any of the following namely:—

(i) Clearing, levelling, contour bunding, terracing and fencing of lands or waste lands which are cultivable, for agricultural purpose;

(ii) Works on drainage, reclamation from rivers or other waters or protection from flood or from erosion or other damage by water, of lands or waste lands which are cultivable and can be used for agricultural purposes;

(iii) Construction of wells, tanks, sluices, bunds or other works including installation of pumpsets for the storage supply or distribution of water for the purposes of agriculture or for use of men and cattle employed in agriculture;

(iv) Preparation of land for irrigation including works on construction of irrigation canals, laying of pipelines including purchase of pipe for leading water;

(v) Construction of permanent bunds around Khazan lands;

(vi) Construction of boundary walls, store houses, cattle sheds, farm houses, etc. by an Agriculturist in the plot under development;

(vii) Renewal or re-construction of any of the foregoing works or additions or alterations thereto;

(viii) Such other works as the Government may from time to time, by Notification in Official Gazette declare to be improvements for the purposes of the Act.

(d) "Sanctioning Authority" means the authority who by virtue of these rules is competent to sanction loan;

(e) "Territory" means the Union territory of Goa, Daman and Diu;

(f) Words and expressions used, but not defined in these rules, shall have the same meanings as assigned to them in the Act.



3. *Documents to be enclosed to application for obtaining Loan.*—A person desirous of obtaining a loan under these rules shall submit an application in Form I, in duplicate addressed to the Director of Agriculture, Collector Daman, Civil Administrator, Diu, or the Zonal Agricultural Officer, where the land to be improved is situated as the case may be, accompanied by the following documents, either in original or certified copies thereof:—

- (i) The estimates of the works proposed to be carried out on the project and the phases of such project.
- (ii) Title to the land to be improved or title to any other land in the territory that the applicant may offer as security against the loan.
- (iii) Nil encumbrance certificate for a period of 12 years immediately preceding the date of the application.
- (iv) No dues certificate issued by the Head of Taluka Revenue Office where the land is situated.
- (v) Where the land to be improved is not of sufficient value to cover the security amount corresponding to 4/3 of loan amount necessary or where the applicant does not have complete ownership right on the land proposed to be improved or where the applicant does not have other properties to be offered as security to the extent required, land belonging to any other person who is prepared to mortgage his land as security for the loan may also be accepted as collateral security provided that person gives his/hers consent in writing and furnishes the requirements mentioned at clauses (ii), (iii) and (iv) above:

Provided that notwithstanding anything contained in clauses (iii), (iv) and (v) above, a loan not exceeding Rs. 5,000/- may be sanctioned on a personal surety on the production of solvency certificate issued by the Mamlatdar of the taluka where the applicant has his permanent residence in Form III, to the extent of double the amount of the loan applied for after obtaining a Surety Bond from the Surety in Form V.

4. *Grant of Loan.*—(1) On receipt of application for a loan, the Assistant Agricultural Officer, Grade II or Zonal Agricultural Officer shall check the estimates of the project and submit, except in cases of loans covered under proviso to clause (v) of rule 3, his report in Form II, to the Sanctioning Authority alongwith the application and its enclosures. Applications received by him for loans on civil works shall be forwarded by him to an Engineer approved/authorized by Government in this behalf for verification of correctness of estimates of the project. The engineer shall submit his report in Form II and forward the report, application and enclosures to the Zonal Agricultural Officer for onward transmission to the Sanctioning Authorities.

(2) The titles to the properties shall invariably be referred to the Law Department by the Sanctioning Authorities for their legal opinion on the title.

(3) The Sanctioning Authority before sanctioning loan shall obtain a report in Form III from the Talathi/Village Panchayat Secretaries, in case of loans not exceeding Rs. 2,500/- and from the Mamlatdar in all other cases about the sufficiency of the security offered and after satisfying himself as

to whether the applicant has the repaying capacity, shall either grant the loan in Form IV or reject the application for loan after recording his reasons for doing so.

(4) Loans granted under these rules shall be in multiples of ten.

(5) Loans under these rules shall not be granted to a person who has outstanding dues against Government.

5. *Amount of loan and mode of repayment.*—(1) The maximum loan admissible for various purposes and the mode of its repayment shall be as specified in the Schedule I.

(2) The borrower shall repay the loan/instalments into the Treasury/Sub-Treasury or Bank conducting Government business, by means of Challans signed by the Sanctioning Authority or any other Authority authorised by the Sanctioning Authority in this behalf. A copy of paid up challan shall invariably be sent by the borrower to the Sanctioning Authority for the completion of his records.

6. *Applicant to execute Mortgage Bond.*—The applicant, on receipt of orders granting loan, shall execute a mortgage deed in Form V and the same shall be registered in the Sub-Registrar's Office at the cost of the applicant.

7. *Mode of disbursement of loan.*—(1) Subject to the provisions of sub-rule (2), the loan shall be disbursed as specified in Schedule I.

(2) Where a loan is to be disbursed in instalments, the subsequent instalments shall be disbursed only when the Sanctioning Authority is satisfied that the previous instalment/s have been fully utilised for the purpose for which they were granted.

8. *Utilisation of loan.*—(1) Loans granted under these rules shall be utilised only for the purpose for which they have been sanctioned.

(2) Where the Sanctioning Authority is satisfied that the loan amount has been utilised wholly or partly for purpose other than that for which it was granted, the amount of loan paid together with interest, penal interest at the rate of 2½% and costs, if any, shall become repayable at once and the borrower shall repay the entire amount either in one lumpsum or in such manner and within such time as may be determined by the Sanctioning Authority in his order of recovery.

(3) The repayment of loan/instalment/s shall be done on such days and in such manner as indicated in Schedule I.

9. *Interest.*—(1) The loan shall bear a simple interest at the rates prescribed by the Government of India from time to time and prevailing at the time of sanctioning the loan.

(2) The interest shall accrue from the date of disbursement of loan or first instalment of the loan whichever is earlier.

(3) Interest shall be payable, every six months from the date of disbursement of loan or its first instalment as the case may be.

(4) In case of default in repayments, of loan or instalments of interest, on due dates, penal interest at the rate of 2½% will be charged either on loan

or instalment or interest as the case may be. The provisions of this sub-rule shall apply *mutatis mutandis* to loans sanctioned prior to the issue of these rules.

(5) The rebate of 2½% hitherto allowed on punctual payment of interest stands withdrawn from the date of coming into force of these rules, and the rate of interest as shown in sanction orders issued prior to issue of these rules, stands diminished by 2½% from the date of issue of the orders under these rules.

**10. Extension for repayment of loan/instalment.—**

(1) In cases where the borrower has suffered a loss on the land where the loan has been utilised, due to natural calamities, or any other cause which was beyond his control, the Sanctioning Authority may extend the period, not exceeding one year, for the repayment of loan or instalments fallen due on the recommendation of the concerned Z. A. O.

(2) No extension shall be granted for the payment of interest.

(3) Provisions of sub-rule (5) of rule 9 shall not be attracted in cases covered under sub-rule (1) of this rule.

**11. Recovery of loan as arrears of land revenue.—**

If a borrower commits default for a period of more than six consecutive months in the repayment of the loan or part thereof or interest that have fallen due, the amount of loan due together with interest, penal interest and costs if any, shall be recoverable as arrears of land revenue under the Goa, Daman and Diu Land Revenue Code, 1968.

**12. Liability of loanee and sureties.—** The loanee and the sureties shall be jointly and severally responsible and liable for the repayment of full amount of loan, interest thereon, at the rate of 2½% and costs, if any.

**13. Sanctioning Authorities.—** The following authorities shall be competent to sanction the loan not exceeding the amounts shown against them.

(i) Government	Above	Rs. 20,000/-
(ii) Director of Agriculture	Upto	Rs. 20,000/-
(iii) Collector, Daman	Upto	Rs. 10,000/-
(iv) Civil Administrator, Diu	Upto	Rs. 10,000/-
(v) Zonal Agricultural Officers	Upto	Rs. 5,000/-

**14. Maintenance of loan register.—** The Sanctioning Authorities shall maintain the following registers namely:—

- Register of loans;
- Register of recoveries;
- Register of monthly disbursements and repayment of loans; and
- Register of monthly and annual returns.

Provided that where the Government is the Sanctioning Authority, the Director of Agriculture shall be responsible for the maintenance of registers and where the Civil Administrator, Diu and Collector, Daman are the Sanctioning Authorities, the Block Development Officer, Diu and B. D. O. Daman shall be responsible for the maintenance of such registers.

**15. Duties of Sanctioning Authorities.—** (1) The Sanctioning Authority other than the Government and Director of Agriculture shall submit to the latter by the 5th of every month, monthly returns showing the disbursement of loan and recovery effected during the preceding month.

(2) The Director of Agriculture shall be responsible to Government for the overall maintenance of loan accounts.

**SCHEDULE — I**

[See rules 5(1) and 7(1)]

Sr. No.	Nature of work	Maximum Loan Amount Admissible	Instalments of Disbursement of the Loan	Instalment of repayment
1	2	3	4	5
1.	Construction of new wells.	As per the estimated cost.	In two equal instalments the first one as advance and the second after completion of works.	In five equal annual instalments commencing from the 1st day after five years of disbursement of loan.
2.	Renovation of old wells.	— do —	— do —	— do —
3.	Reconstruction of irrigation tanks.	Rs. 50,000/- or the actual estimated cost whichever is less.	— do —	— do —
4.	Renovation of irrigation tanks.	— do —	— do —	— do —
5.	Providing irrigation system.	Rs. 20,000/- per tank.	— do —	— do —
6.	Land Improvement works other than irrigation, such as land shaping, terracing, etc.	As per the estimated cost.	— do —	— do —
7.	Purchase of pipes for land improvement works.	— do —	In one instalment on production of bill of cost.	— do —
8.	Construction of Gobar Gas Plant.	Rs. 10,000/- or actual cost as per capacity of the plant whichever is less.	In 2 equal instalments, first as advance and second after the completion of masonry work.	In three equal annual instalments commencing from the 1st day after completion of two years from the disbursement of loan.

1	2	3	4	5
9. Construction of bunds for reclamation.	Rs. 3,000/- per 4,000 sq. m. or 7,500/- per 10,000 sq. m.	In two equal instalments the first one as advance and the second after completion of works.	— do —	
10. Repairs to bunds for reclamation.	— do —	— do —	— do —	
11. Purchase of pumpsets.	Rs. 8,000/- per 4,000 sq. m. or actual cost of pumpsets or at the rate of Rs. 20,000/- per 10,000 sq. m.	In one instalment on production of bill of cost.	In three equal annual instalments commencing from the 1st day after completion of two years from the disbursement of loan.	
12. Installation of pumpset.	Rs. 5,000/- per 4,000 sq. m. or Rs. 12,500 per 10,000 sq. m.	In two instalments the first one as advance and the second one on completion of the work.	— do —	

FORM — I  
(See Rule 3)

Application for Loan under Land Improvement  
Loan Rules 1980

1. Full name and address of applicant.
2. Amount of loan required.
3. Details of Land Improvement for which the loan is required.
4. Particulars of land where the improvements are to be made.
  - a) Name of the property.
  - b) Taluka.
  - c) Village.
  - d) Sy. No.
  - e) Area.
5. Particulars of land offered as security.
  - a) Name of the property.
  - b) Taluka.
  - c) Sy. No.
  - d) Village.
  - e) Area.
6. Particulars of Collateral security, if any.
  - a) Name and address of person offering collateral security.
  - b) Particulars of land offered as collateral security.
    - i) Name of the property.
    - ii) Village.
    - iii) Sy. No.
    - iv) Area.
7. Value of the land offered by the applicant as security.
8. Value of the land offered as collateral security.
9. Particulars of documents attached to prove clear title of the properties offered as security.
10. Particulars of encumbrance Certificate attached.
11. Particulars of Personal Surety.
12. Willingness of person offering collateral security.

Place:

Date:

Name & Signature of Applicant

FORM — II  
(See rule 4)

Report of technical enquiry

1. Name and address of applicant.
2. Amount of loan applied for.
3. Village, Sy. No. and area of land proposed to be improved.
4. Nature of improvement proposed to be made.
5. Whether the improvements proposed are in accordance with the Agricultural Scheme sanctioned by Government.
6. Whether the land is suited for the improvements proposed.
7. Whether the application is bonafide.

8. Whether the project and estimates of the works are correct.
9. Any other observations.  
Place:  
Date:

Signature and Designation  
of Officer

FORM — III

[See rules 3(v) and 4(3)]

Report of valuation of security for loan

1. Name and address of applicant.
2. Amount of loan applied for.
3. Particulars of land offered by the applicant as security.  
Name of land    Village    Sy. No.    Area    Value
4. Particulars of land offered as collateral security.  
Name of land    Village    Sy. No.    Area    Value
5. Bonafide and solvency of the applicant and the person who has offered land as collateral security.
6. Whether the applicant is a defaulter of any Government loan.
7. Other remarks.

Place:  
Date:

Signature:  
Designation and  
Office Seal

FORM — IV

[See rule 4(3)]

Order granting loan

A sum of Rs. ... (Rupees ... only) is granted to Shri/ /Smt. ... of ... as loan under ( ) ... The details of the properties which are to be improved and the details of the properties which are offered as security are given below. Grant of this loan is subject to the following terms and conditions.

1. The applicant Shri/Smt. ... shall carry out the following works:

a)  
b)  
c)

2. The above loan shall be disbursed as follows: (+)

a)  
b)  
c)

3. The instalment other than the first shall be disbursed on proof that the prior instalment has been properly utilised i. e. on production of the utilization certificate signed by ...

4. The loan at (a) (b) (c) shall be repayable in ... equal annual instalments commencing from the anniversary/months after the disbursement of every instalment.

5. (a) The loan for items at (a) shall bear interest at ... % per annum at (b) shall bear at ... % per annum and at (c) at ... % per annum (q\$).

5.(b) The interest on the loan shall accrue from the date of disbursement of each instalment and that interest shall be calculated for complete months only. In reckoning the period, fraction of a month having 15 days or more shall be taken as one month and fraction of a month having less than fifteen days shall be ignored.

6. The interest shall be payable every six months and the Principal amount, on the date the instalment of Principal amount becomes due and no notice in respect of repayment of Principal and payment of interest shall be issued.

7. The loan amount shall be utilised within six months from the date of disbursement of every instalment.

8. The loan shall be applied solely for the purpose for which it is granted. If it is proved to the satisfaction of the authority who sanctioned the loan that the loan or any part of the loan has been misapplied, the entire amount of the loan shall with interest as may have accrued thereon be recoverable in one instalment.

9. If the loanee commits default for a period of more than six consecutive months in making either the payment of interest or of repayment of principal or both that have fallen due, the full amount of the loan due together with interest and penalty thereon and costs shall become payable at once and shall be recovered.

10. The (concerned Officer) shall certify the utilization of every instalment of loan (including final) disbursed to the loanee.

11. The loanee shall maintain accounts of the utilization of the loan and produce it whenever demanded for scrutiny.

Certified that the loan sanctioned is in accordance with the rules approved by the Government of Goa, Daman and Diu and that the rates of interest on the loan are as those prescribed by Government of India, from time to time.

Expenditure will be debitable to the Head of account (%) ...

The details of properties which are to be improved.

District:

Registration Sub-District:

Village:

Survey No.:

Extent:

Boundaries:

Wet or Dry Land:

Trees, Buildings, Wells, etc.

Details of properties owned by/offered as collateral securities by the applicant. (Delete which is not applicable).

District:

Registration Sub-District:

Village:

Matriz/Registration No./Sy. No.

Extent:

Boundaries:

Wet or Dry Land:

Trees, Buildings, Wells, etc.

Signature of Sanctioning Authority  
Name & Designation

( ) Here mention the Act/Rules under which the loan is sanctioned such as Land Improvement Loan Act 1883, Agriculturists Loan Act, 1884, Goa, Daman and Diu Land Improvement Loan Rules 1980, Agriculturists Loan Rules, 1980.

(+) Mode of disbursement in each case is to be given in sufficient details i.e. number of instalments in which it should be disbursed, etc. It should be mentioned that 1st instalment is an advance (except in the case of purchase of pumpsets and machineries where the bills of cost should be produced) and second subsequent instalments only after the completion of the works for which the previous instalments are disbursed.

(%) 2½ % has to be added to the normal rate of interest and that percentage has to be shown here.

(%) Here the complete head of account should be indicated.

#### FORM — V

(Proviso to Rule 3)

KNOW ALL MEN BY THESE PRESENTS THAT I ... son/daughter of ... resident of ... (hereinafter called "the surety") am held and firmly bound up to the President of India represented by ... Department of ... (hereinafter called "The Government of Goa, Daman and Diu") in the sum of Rs. ... (Rupees ... only) with the interest as hereinafter specified and all costs charges and expenses that shall or may have been incurred by or occasioned to the Government to be paid to the Government FOR WHICH PAYMENT to be well and truly made, I hereby bind myself my heirs, executors, Administrators and representatives firmly by these presents. As witness I set my hand this ... day ... One thousand nine hundred and ...

WHEREAS the Government has agreed to grant to ... son of ... a resident of ... (hereinafter called "the Borrower") at the Borrower's own request a loan of Rs. ... (Rupees ... only) for the ...

AND WHEREAS THE BORROWERS HAS undertaken to repay the said loan amount in ... instalments with interest at the rate and in the manner, prescribed under provisions of clauses ... of the order granting/sanctioning the said Loan.

AND WHEREAS in consideration of the Government having agreed to grant the aforesaid Loan to the Borrower, the surety has agreed to execute the above Bond with such conditions as hereunder is written.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND is that if the said Borrower shall duly and regularly pay or cause to be paid to the Government the amount of the aforesaid Loan owing to the Government by instalments with interest as calculated in the aforesaid manner thereon or on so much thereof as shall for the time being remain due and unpaid, calculated at fixed Government rates in force for Government loans from the day of the advance until the said sum of Rs. ... (Rupees ... only) with interest as calculated in the aforesaid manner shall be duly paid, then this Bond shall be void otherwise the same shall be and remain in full force and virtue.

BUT SO NEVERTHELESS that if the Borrower shall die or become insolvent the whole or so much of the said principal sum of Rs. ... (Rupees ... only) thereof as shall remain unpaid and the interest due on the said principal sum calculated in the aforesaid manner from the day of the advance shall immediately become due and payable to the Government and be recoverable from the surety in one instalment by virtue of this Bond.

The obligation undertaken by the surety shall not be discharged or in any way affected by an extension or any other indulgence granted by the Government to the said Borrower whether with or without the knowledge or consent of the surety.

The Government have agreed to bear the stamp duty, if any for these documents.

Signed, sealed and delivered by ... Signature of Surety

the said ... at ... this ... 1. ...  
day ... of ... 19 ... .

2. ...

...

Accepted by Shri ... Secretary/Director/Government of Goa, Daman and Diu for and on behalf of President of India.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

N. P. Gannekar, Under Secretary (Forest and Agriculture).

Panaji, 30th June, 1980.

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